

# **EXHIBIT C**

## NON-SOLICITATION AGREEMENT

NON-SOLICITATION AGREEMENT ("Agreement") dated as of November 20, 2006 (the "Effective Date") between Aon Consulting, Inc., a New Jersey corporation, including affiliates, subsidiaries and parent companies (collectively, "the Company"), and Daniel Junk (the "Employee").

### RECITALS

WHEREAS, Employee wishes to be employed by the Company; and

WHEREAS, the Company desires to hire Employee on an at-will basis, and one condition of such hiring is the execution of this Agreement by Employee.

NOW, THEREFORE, in consideration of the promises made by Company set forth above, and the mutual covenants and agreements set forth below, the parties agree:

#### Section 1. Recitals; Duties; Covenants.

(a) **Recitals.** Aon Group, Inc., a Maryland corporation with its executive headquarters in Chicago, Illinois, and its subsidiaries and affiliates (and divisions thereof) including the Company (collectively "Aon Group") are in the business of providing conventional and alternative risk management products and services covering the businesses of insurance brokerage, reinsurance brokerage, benefits consulting, compensation consulting, human resources consulting, management consulting, managing underwriting and related insurance services, including accounting, claims management and handling, contract wording, information systems and actuarial (the "Business") as well as soliciting and servicing the insurance and reinsurance needs of numerous commercial and individual clients which are national and international and are not confined to any geographic area. An essential element of the Business is the development and maintenance of personal contacts and relationships with clients. Because of these contacts and relationships, it is common for Aon Group's clients to develop an identification with the employee who serves its insurance needs rather than with Aon Group itself. Aon Group, however, invests considerable time and money necessary for a relationship between its employee and a client to develop and be maintained, in that Aon Group pays the employee's salary and reimburses the employee for business expenses. Aon Group also assists its employees in servicing clients by making available to these employees legal advice, accounting support, advertising and other corporate services.

The personal identification of clients of Aon Group with an Aon Group employee creates the potential for the employee's appropriation of the benefits of the relationships developed with clients on behalf of and at the expense of Aon Group. Since Aon Group would suffer irreparable harm if an employee left the Company's employ and solicited the insurance or other related business of clients of the Company and Aon Group, it is reasonable to protect the Company and Aon Group against solicitation activities by an employee for a limited period of time after an employee leaves the Company so that Aon Group may renew or restore its business relationship with its clients.

The Company and the Employee acknowledge and agree that the covenant contained in Sections 1(b) and (c) below is reasonably necessary for the protection of the Company and Aon Group and is reasonably limited with respect to the activities it prohibits, its duration (particularly in the context of annual and multi-year insurance renewal periods), its geographical scope and its effect on the Employee and the public. The parties acknowledge that the purpose and effect of the covenant simply is to protect the Company and Aon Group for a limited period of time from unfair competition by the Employee.

(b) **Covenant Not to Solicit.** The Employee hereby covenants and agrees that, except with the prior written consent of the Company, the Employee will not, for a period of two (2) years after the end of employment, compete directly or indirectly in any way with the Business. For the purposes of this Agreement, "compete directly or indirectly in any way with the Business" means to enter into or attempt to enter into (on Employee's own behalf or on behalf of any other person or entity) any business relationship of the same type or kind as the business relationship which exists between Aon Group and its clients or customers to provide services related to the Business for any individual, partnership, corporation, association or other entity who or which was a client or customer for whom the Employee worked or became familiar with during the twenty-four (24) months prior to the end of employment. "Client" or "customer" means any person or entity listed on the books of Aon Group as such.

The Employee acknowledges that there is no general geographical restriction contained in the preceding paragraph because the restriction applies only to the specified clients and customers of Aon Group.

Nothing in this Agreement shall prohibit the Employee from obtaining a livelihood for the Employee or his or her family by being engaged in the Business. The intent of the parties is that the restrictive covenant of non-competition by the Employee is limited to those clients and customers of Aon Group, as reflected by the books of Aon Group, during the twenty-four (24) months prior to the end of the Employee's employment with the Company.

(c) **Covenant Not to Hire.** The Employee hereby also agrees not to induce or attempt to induce, or to cause any person or other entity to induce or attempt to induce, any person who is an employee of Aon Group to leave the employ of Aon Group for a period of two (2) years after the end of employment.

## **Section 2. Company's Right to Injunctive Relief; Attorneys' Fees.**

The Employee acknowledges that the Employee's services to the Company are of a unique character which gives them a special value to the Company, the loss of which cannot reasonably or adequately be compensated in damages in an action at law, and that a breach of Sections 1 and 3 of this Agreement will result in irreparable and continuing harm to the Company or Aon Group, or both, and that therefore, in addition to any other remedy which the Company or Aon Group, or both, may have at law or in equity, the Company and Aon Group shall be entitled to injunctive relief for a breach of this Agreement by the Employee. In the event that any action is filed in relation to this Agreement, the

prevailing party in the action shall recover from the non-prevailing party, in addition to any other sum that either party may be called upon to pay, a reasonable sum for the prevailing party's attorney's fees.

### **Section 3. Trade Secrets and Confidential Information.**

(a) The Employee acknowledges that the Company's and Aon Group's business depend to a significant degree upon the possession of information which is not generally known to others, and that the profitability of the business of the Company and Aon Group requires that this information remain proprietary to the Company and Aon Group.

(b) The Employee shall not, except as required in the course of employment by the Company, disclose or use during or subsequent to the course of employment, any trade secrets or confidential or proprietary information relating to the business of the Company or Aon Group of which the Employee becomes aware by reason of being employed by the Company or to which Employee gains access during his employment by the Company and which has not been publicly disclosed (other than by Employee in breach of this provision). Such information includes client and customer lists, data, records, computer programs, manuals, processes, methods and intangible rights which are either developed by the Employee during the course of employment or to which the Employee has access. All records and equipment and other materials relating in any way to any confidential information relating to clients or to the business of the Company or Aon Group shall be and remain the sole property of the Company and Aon Group during and after the end of employment.

(c) Upon termination of employment, the Employee shall promptly return to the Company all materials and all copies or tangible embodiments of materials involving any confidential information in the Employee's possession or control.

### **Section 4. Mergers and Consolidations; Assignability.**

The rights and obligations under this Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. By way of explanation, and without limiting the generality of the foregoing sentence, if the Company or any entity resulting from any merger or consolidation referred to in this Section 4 is merged with or consolidated into any other entity or entities, or if substantially all of the assets of the Company or any such entity are sold or otherwise transferred to another entity, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the continuing entity in or the entity resulting from such merger or consolidation or the entity to which such assets are sold or transferred. This Agreement shall not be assignable by the Employee.

### **Section 5. Miscellaneous.**

(a) **Waiver and Modification.** Waiver of any term or condition of this Agreement by any party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement. Any waiver must be in writing. This Agreement may not be amended, altered or modified without the prior written consent of both parties

and such instrument must acknowledge that it is an amendment or modification of this Agreement.

(b) **Captions.** The captions in this Agreement are not part of its provisions, are merely for reference and have no force or effect. If any caption is inconsistent with any provision of this Agreement, such provision shall govern.

(c) **Governing Law and Choice of Forum.** The validity, interpretation, construction, performance, enforcement and remedies of or relating to this Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the Employee's state of residence on the Effective Date, without regard to the conflict of law principles, rules or statutes of any jurisdiction.

(d) **Severability.** To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the Company and Aon Group the fullest protection commensurate with making this Agreement, as modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

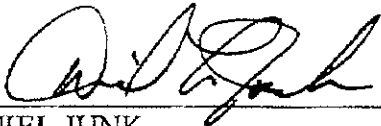
(e) **Employee-at-Will.** Nothing in this Agreement shall be construed to create contractual employment rights other than as an Employee terminable at-will.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**AON CONSULTING, INC.**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



DANIEL JUNK

## **Appendix A**

### **Guidelines Regarding Ethical Conduct**

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#### **When Leaving Your Current Employer**

If you are currently employed, we ask that you not take any action that could be perceived as unethical or unlawful conduct as you leave your current position. We ask that you observe the following:

1. Give your employer ample notice of your departure.
2. Cooperate with your employer in wrapping up your employment and transitioning your duties.
3. Do not take or copy any information from your employer that could be considered a trade secret or confidential information, including but not limited to customer lists and pricing information.
4. While you are still working for your current employer do not solicit your employer's clients, and do not encourage others to leave their employment with your employer.

We are also taking this opportunity to inform you of the kinds of property that you should not remove from your employer's offices. This list (which is detailed below) is not meant to be exhaustive but should be fairly indicative of the kinds of sensitive materials that should not be retained in your possession:

- Documents or files relating to any current or prospective client
- Proposals, prospect forecasts, sales forecasts or business plans
- Paper or electronic files relating to clients or contacts
- Client or contact lists
- Personnel information or information relating to other employees
- Rolodexes
- Memoranda unrelated to one's status as an employee
- Confidential or market sensitive material
- Telephone or e-mail directories

Please note that some of these items may contain both your personal information and the employer's property, such as calendars, address books, Rolodexes, or pocket computer information managers. Please bring these items to the attention of your current supervisor and follow his/her instructions as to the disposition of those items. Be sure to confirm the instructions in writing and to follow them to the letter.

#### **When Joining Aon**

When you begin your employment with Aon Corporation we ask that you adhere to your obligations not to disclose any trade secrets or confidential information belonging to your former employer. If you have a confidentiality agreement, non-solicitation agreement, non-compete agreement or intellectual property agreement with your former employer, we ask that you strictly adhere to those agreements. If you have any such agreement or any other agreement that restricts your post-termination activities, we require that you disclose those obligations to us and provide us with a copy of such agreements.